

Section SF 1449 - CONTINUATION SHEET

STATEMENT OF SERVICES

1. This requirement provides for complete transportation services for movement of privately owned vehicles (POVs) belonging to U.S. Military Service members and DoD sponsored civilian employees between the continental United States (CONUS) and overseas locations (OCONUS). Services include the management and operation for processing and transporting POVs between designated sites worldwide. The contractor will assume all responsibility for receipt and delivery, processing, booking shipments with ocean carriers, customs clearance and agriculture inspections, transporting between vehicle processing centers and ports, and CONUS storage (Military only) of the POVs, from the point of origin to its final destination.

*Civilian employees have the option of shipping their POV under this contract or by means other than this contract.

2. The base period of performance is two years commencing 1 November 2003 followed by three one-year option years. Performance periods are as follows:

Base Period: 1 November 2003 thru 31 October 2005

Option Year 1: 1 November 2005 thru 31 October 2006

Option Year 2: 1 November 2006 thru 31 October 2007

Option Year 3: 1 November 2007 thru 31 October 2008

3. In addition to the performance period outlined above, this contract contains five one-year award term incentives for a potential period of performance of 10 years. This incentive provides the contractor with the possibility of earning additional year(s) of performance, as outlined in the Award Term Plan, and incorporated into this solicitation (Attachment 6). Award term period of performance, if awarded, is as follows:

Award Term 1: 1 November 2008 thru 31 October 2009

Award Term 2: 1 November 2009 thru 31 October 2010

Award Term 3: 1 November 2010 thru 31 October 2011

Award Term 4: 1 November 2011 thru 31 October 2012

Award Term 5: 1 November 2012 thru 31 October 2013

Reference FAR 52.217-8 Option to Extend Services: Contractor's performance could extend beyond the 10 years should this clause be exercised.

4. Except as where noted, the contractor will furnish all labor, supervision, material, supplies and equipment to perform all required services. The CLINs in Attachment 7, Schedule of Rates, are organized into Schedules as follows:

Schedule I, Full Service POVs - Movements Between Contractor-Operated CONUS and OCONUS VPCs (Except Anchorage & Fairbanks, AK): The contractor is responsible for receipt from/delivery to customer, performing all processing functions, booking ocean transportation with the GDS ocean carrier, obtaining/returning ocean carrier container under "K Terms" or "L Terms" as provided in Section C.2.6, stuffing/unstuffing ocean carrier container, or, for breakbulk movements,

delivering/picking up un-containerized POV to/from the ocean carrier terminal, and providing inland transportation of POV to/from contractor-operated VPC.

Schedule II, Full Service POVs - Movements Between Contractor-Operated Anchorage & Fairbanks, AK, VPCs and CONUS VPCs: Contractor performs same service as described in Schedule I.

Schedule III, Full Service POVs – Movements Between Contractor-Operated OCONUS VPCs (Including Anchorage & Fairbanks, AK): Contractor performs same service as described in Schedule I

Schedule IV, Partial Service POVs - Movements Between Contractor-Operated OCONUS VPCs and Government-Operated OCONUS VPCs: The contractor is responsible as follows:

- ~ **POVs Originating At Contractor-Operated VPCs Destined To Government-Operated VPCs:** Receive the POV from the customer, perform all processing functions, book the POV for ocean transportation with the GDS ocean carrier, obtain ocean carrier container under “K Terms” or “L Terms” as provided in Section C.2.6, and stuff the ocean carrier container, or, for breakbulk movements, deliver un-containerized POV to the ocean carrier terminal, and provide such other services as are identified in Appendix K for the specific partial service destination, including delivery of the POV to the Government or its agent and participation in a joint inspection of the POV at the location designated in Appendix K.
- ~ **POVs Originating At Government-Operated VPCs Destined To Contractor-Operated VPCs:** Receive POV from the Government or its agent, including participating in a joint inspection of the POV, at the place designated in Appendix K and provide such other services as are identified in Appendix K for the specific partial service origin, unstuff and return the ocean carrier container under “K Terms” or “L Terms” as provided in Section C.2.6., or for breakbulk movements receive the un-containerized POV at the ocean carrier terminal, provide inland transportation of the POV as required, perform all processing functions, and deliver the POV to the customer.

Schedule V, Partial Service POVs - Movements Between Contractor-Operated CONUS VPCs and Government-Operated OCONUS VPCs:
The contractor is responsible as follows:

- ~ **POVs Originating At Contractor-Operated VPCs Destined To Government-Operated VPCs:** Receive the POV from the customer, perform all processing functions, book the POV for ocean transportation with the GDS ocean carrier, obtain ocean carrier container under “K Terms” or “L Terms” as provided in Section C.2.6, and stuff the ocean carrier container, or, for breakbulk movements, deliver un-containerized POV to the ocean carrier terminal, and provide such other services as are identified in Appendix K for the specific partial service destination, including delivery of the POV to the Government or its agent and

participation in a joint inspection of the POV at the location designated in Appendix K.

POVs Originating At Government-Operated VPCs Destined To Contractor-Operated VPCs: Receive POV from the Government or its agent, including participating in a joint inspection of the POV, at the place designated in Appendix K and provide such other services as are identified in Appendix K for the specific partial service origin, unstuff and return the ocean carrier container under “K Terms” or “L Terms” as provided in Section C.2.6., or for breakbulk movements receive the un-containerized POV at the ocean carrier terminal, provide inland transportation of the POV as required, perform all processing functions, and deliver the POV to the customer.

Schedule VI, Partial Service POVs – Movements Between Government-Operated OCONUS VPCs: The contractor is responsible for performing the services identified in Appendix K for each specific partial service location.

Schedule VII, Miscellaneous Services: Includes Diversion and Reconsignment Administrative Processing Fee, Bluebark/Medevac Administrative Processing Fee, Motorcycle Processing/Crating and Uncrating, Quality of Life Site Service Charges, and POV Storage Linehaul (CONUS). This schedule also includes rates for individual services performed in connection with movements other than those covered under Schedules I through VI, including Processing Only, POV Drayage/Linehaul CONUS and OCONUS, Container Drayage CONUS and OCONUS, Booking and Paying Ocean Transportation, Container Stuffing/Unstuffing, and U.S. Customs Documentation Processing (Import/Export).

Schedule VIII, Out-of-Pocket Expenses: Estimated cost of reimbursable out-of-pocket expenses.

Schedule IX, Ocean Carriage Pass Through Charges: Estimated cost of reimbursable ocean carrier charges.

Schedule A, POV Storage - Long Term Storage (CONUS): Handling In (accepting from member and preparing vehicle for storage), Handling Out (preparing vehicle for removal from storage and delivery to member), and Storage of POV.

The CLINS in Attachment 7, Schedule of Rates, are numbered as follows: The first number from the left represents the period of performance (0=Base Period, 1=1st Option Year, etc.). The second number represents the schedule number (1=I, 2=II, etc.). The third and fourth numbers represent the contract line item number (CLIN) and the two alpha characters represent the sub-line item number (SLIN). An “x” in the first position from the left indicates that the reference is to comparable CLINs/SLINs in all performance periods. **Example 0102AA:** “0” refers to the Base Period, “1” to Schedule I, “02” to the second CLIN and “AA” to the first SLIN thereunder.

6. American Auto Logistics’s proposal dated 22 May 2003 is incorporated in its entirety into this contract by reference.

7. Amendments 0001 through 0006 are incorporated into this contract by reference.

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|-----------------------|---|-----------------------|-------|----------------------|-------------------------|
| 0001 | Two YearBase Period FFP Services to include the processing, movement and storage of POV's between CONUS and OCONUS destinations IAW Performance Work Statement, Attachment 1. Schedule of rates is located at Attachment 7. PURCHASE REQUEST NUMBER: 98021 | 1 | Years | \$358,818,864.00 | \$358,818,864.00 EST |
| | | | | ESTIMATED NET AMT | \$358,818,864.00 (EST.) |
| ACRN AA Funded Amount | | | | | \$0.00 |
| FOB: Destination | | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|-----------------------|-------|----------------------|-------------------------|
| 1001 OPTION | Option Year 1 FFP Services to include the processing, movement and storage of POV's between CONUS and OCONUS destinations IAW Performance Work Statement, Attachment 1. Schedule of rates is located at Attachment 7. PURCHASE REQUEST NUMBER: W81GYE2274-9005 | 1 | Years | \$183,336,075.00 | \$183,336,075.00 EST |
| | | | | ESTIMATED NET AMT | \$183,336,075.00 (EST.) |
| Funded Amount | | | | | \$0.00 |
| FOB: Destination | | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|----------------------|---|-----------------------|-------|------------------|-------------------------|
| 2001 OPTION | Option Year 2 FFP Services to include the processing, movement and storage of POV's between CONUS and OCONUS destinations IAW Performance Work Statement, Attachment 1. Schedule of rates is located at Attachment 7. PURCHASE REQUEST NUMBER: W81GYE2274-9005 | 1 | Years | \$187,534,823.00 | \$187,534,823.00 EST |
| ESTIMATED NET AMT | | | | | \$187,534,823.00 (EST.) |
| Funded Amount | | | | | \$0.00 |
| FOB: Destination | | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|----------------------|---|-----------------------|-------|------------------|-------------------------|
| 3001 OPTION | Option Year 3 FFP Services to include the processing, movement and storage of POV's between CONUS and OCONUS destinations IAW Performance Work Statement, Attachment 1. Schedule of rates is located at Attachment 7. PURCHASE REQUEST NUMBER: W81GYE2274-9005 | 1 | Years | \$191,789,185.00 | \$191,789,185.00 EST |
| ESTIMATED NET AMT | | | | | \$191,789,185.00 (EST.) |
| Funded Amount | | | | | \$0.00 |
| FOB: Destination | | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|-----------------------|-------|------------|----------------------|
| 4001 | Award Term Incentive Year#1 FFP Additional Year of Performance Services to include the processing, movement and storage of POV's between CONUS and OCONUS destinations IAW Performance Work Statement, Attachment 1. Schedule of rates is located at Attachment 7. ESTIMATED PRICE: \$193,789,185.00 | 1 | Years | | \$ EST |
| | | | | | <hr/> |
| | | | | | ESTIMATED NET AMT |
| | | | | | \$ (EST.) |
| Funded Amount | | | | | \$0.00 |
| FOB: Destination | | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|-----------------------|-------|------------|----------------------|
| 5001 | Award Term Incentive Year #2 FFP Additional Year of Performance Services to include the processing, movement and storage of POV's between CONUS and OCONUS destinations IAW Performance Work Statement, Attachment 1. Schedule of rates is located at Attachment 7. ESTIMATED PRICE: \$195,789,185.00 | 1 | Years | | \$ EST |
| | | | | | <hr/> |
| | | | | | ESTIMATED NET AMT |
| | | | | | \$ (EST.) |
| Funded Amount | | | | | \$0.00 |
| FOB: Destination | | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|-------|------------|-----------------------------|
| 6001 | Award Term Incentive Year #3 FFP Additional Year of Performance to include the processing, movement and storage of POV's between CONUS and OCONUS destinations IAW Performance Work Statement, Attachment 1. Schedule of rates is located at Attachment 7. ESTIMATED PRICE: \$197,789,185.00 | 1 | Years | | \$ EST |
| | | | | | <hr/> |
| | | | | | ESTIMATED NET AMT \$ (EST.) |
| Funded Amount | | | | | \$0.00 |
| FOB: Destination | | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|-------|------------|-----------------------------|
| 7001 | Award Term Incentive Year #4 FFP Additional Year of Performance to include the processing, movement and storage of POV's between CONUS and OCONUS destinations IAW Performance Work Statement, Attachment 1. Schedule of rates is located at Attachment 7. ESTIMATED PRICE: \$199,789,185.00 | 1 | Years | | \$ EST |
| | | | | | <hr/> |
| | | | | | ESTIMATED NET AMT \$ (EST.) |
| Funded Amount | | | | | \$0.00 |
| FOB: Destination | | | | | |

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)

Para (a) Inspection/Acceptance. In addition to stated compliance, the following is hereby added and applies to this solicitation/contract:

In addition to the provisions of this clause, deductions will be made for required delivery dates and specified performance objectives not being met. Performance objectives are outlined in the Performance Work Statement (PWS), Para. C.1.6, Attachment 1. The Performance Requirements Summary, Attachment 4 to the PWS, lists the standards and deductions applicable.

Para (c) Changes. Changes, FAR 52.243-1(IV), replaces this paragraph and is included in this addendum.

Other Terms and Conditions:

52.215-20 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 1997)--Alternate IV (Oct 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(End of provision)

52.216-1 Type Of Contract (Apr 1984)

The Government contemplates award of a Requirements type contract with Firm- fixed unit prices.

(End of provision)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the period of performance as stated in Section B.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

Note: Delivery orders will be issued by the Contracting Officer, MTAQ.

52.216-21 - Requirements.

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the period specified in the Performance Work Statement.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of Clause)

52.217-9 - Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration date, provided that the Government gives the Contractor a preliminary written notice of its intent

to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

52.233-2 Service of Protest (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer. HQ, MTMC, ATTN: MTAQ-P, 200 Stovall Street, Alexandria, VA 22332

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

52.243-1 Changes - Fixed Price (Aug. 1987) ALT IV (APR 1984)

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (a) (1) Specifications.
- (2) Work or services.
- (3) Place of origin.
- (4) Place of delivery.
- (5) Tonnage to be shipped.
- (6) Amount of Government-furnished property.

- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.245-4 Government-Furnished Property (Short Form) (Apr 1984)

- (a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when --
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
 - (b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.
 - (c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except --
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in performing this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
 - (d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.
 - (e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.
- (End of Clause)

52.247-5 Familiarization with Conditions (Apr 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of Clause)

52.247-6 Financial Statement (Apr 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of Provision)

52.247- Supervision, Labor, or Materials (Apr 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of Clause)

52.247-8 Estimated Weights or Quantities Not Guaranteed (Apr 1984)

The estimated weights or quantities are not a guarantee of actual weights or quantities, as the Government does not guarantee any particular volume of traffic described in this contract. However, to the extent services are required as described in this contract and in accordance with the terms of this contract, orders for these services will be placed with the Contractor.

(End of Clause)

52.247-17 Charges (Apr 1984)

In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

(End of Clause)

52.247-21 Contractor Liability for Personal Injury and/or Property Damage (Apr 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(End of Clause)

52.247-27 - Contract Not Affected by Oral Agreement (Apr 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.
(End of Clause)

FAR CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by references, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

- 52.233-3 PROTEST AFTER AWARD (AUG. 1996)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)
- 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001)
- 52.219.16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
- 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(End of Clause)

Additional Terms and Conditions**AWARD TERM**

This contract provides for an award term incentive that is designed to reward the contractor for superior performance by extending the term of the contract by one-year increments, up to five years, for a total potential performance period not to exceed ten years.

- a. Period of Performance: The contract's "core" period of performance is a two-year base period and three one-year option periods. The core period of performance may be extended in one-year award term increments up to five additional years. These additional award term periods will be awarded by the Government based on overall contractor performance as evaluated in accordance with the contract's approved Award Term Plan.

b. Award Term Plan: The Award Term Plan will be approved by the Government and incorporated upon contract award as an attachment to the contract. The Award Term Plan will provide for evaluation of the contractor's performance and utilize the metrics described in the Award Term Plan. The Award Term Plan will serve as the basis for any award term decisions.

c. Modification of Award Term Plan: The Award Term Plan may be revised by the Government and re-issued to the Contractor prior to commencement of any 6-month evaluation period. After an evaluation period commences, changes to this plan will be incorporated by mutual consent by both parties. An Award Term Determination Official (ATDO) will be appointed by the Government and is responsible for the overall award term evaluation and award term decisions.

d. Award Term Administration: The award term evaluation will be completed on an annual basis. The annual evaluation will be comprised of two successive 6-month "interim" evaluations and will be averaged to obtain the "final" annual rating. The final annual score will be used as the basis for the award term decision. Award term evaluations that affect the award of performance will commence at the beginning of contract performance. The initial evaluation period will conclude at end of Option Year 2 (contract year 4). The final evaluation will conclude at the end of the contract year 8. All award term decisions are conditioned upon (1) a continuing agency need for the contract services (2) congressional authorization and appropriation of funds, and (3) the continuing responsibility of the contractor as defined in FAR 9.101.

e. Award Term Decision: When the evaluation period concludes at the end of option year 2, the contractor's final scoring must be excellent to be awarded a contract award term. In the event Option Year 1, 2 or 3 are not exercised, the award term provision will be canceled.

f. Negative Incentive:

- 1) If after initial evaluation period Option Year 2 (Contract Year 4) the contractor has not earned an award term (Award Term Year 1), the Government may declare the award term incentive void.
- 2) Once the contractor has earned an award term, it must earn an award term in each succeeding year of performance. If the contractor fails to earn an award term in any succeeding year, then the Government may declare the award term incentive void and cancel any remaining award terms.
- 3) If in any year the Government decides that the contractor's performance is unacceptable in any way, then the Government may declare the award term incentive void and cancel any remaining award terms.

g. Cancellation of Award Terms:

- 1) Cancellation of any award terms pursuant to this clause must be made prior to the commencement of the award term. Termination of performance of any award term under which performance has commenced must be accomplished pursuant to the termination clauses of this contract.
- 2) The cancellation of any award terms or the voiding of the award term incentive for any reason set forth in this clause shall not be considered either a termination for convenience or default and shall not entitle the contractor to any equitable adjustment or any other compensation.
- 3) The contractor may reject an award term, but only by delivering written notice of such rejection to the Contracting Officer within ten (10) calendar days of the date of the Government Notice of Award Term. Rejection of an award term by the contractor shall not be considered either a termination for convenience or default and shall not entitle the contractor to any equitable adjustment or any other compensation. Any contractor rejection of award term will render the award term incentive void and cancel any remaining award terms.

h. The contractor may request a debriefing on an award term decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of award term decision. The Contracting Center (MCC) final decision is not subject to dispute.

i. Pricing of Award Terms: Award term years must be priced and evaluated at time of proposal submission along with the base and option years to determine total contract price. Because the award term years are considered outer years, a price adjustment may be necessary to align pricing with prevailing economic conditions.

j. Price Adjustments: Upon issuance of an award term, the contract may be subject to a price adjustment. This will be determined IAW the Data Resources Inc. Economic Forecast Index (DRI-WEFA Index). The annual Cost Price Index (CPI) for Transportation, Series Index CUSATNS, 3rd quarter forecast (for that evaluation period).

List of Attachments:

| | |
|---|-------------------|
| Attachment 1 - Performance Work Statement | 35 Pages |
| Attachment 2 – 12 Month Movement Figures | Deleted |
| Attachment 3 – Forms | 1 Page |
| Attachment 4 – Performance Requirements Summary (PRS) | 2 Pages |
| Attachment 5 – DOL Wage Determinations (current) | Exceeds 230 Pages |
| Attachment 6 – Award Term Plan | 12 Pages |
| Attachment 7 – Price Schedule | 384 Pages |

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X ___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

X ___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X ___ (12) 52.222-26, Equal Opportunity (E.O. 11246).

X ___ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X ___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X ___ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

____(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X ____ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

X ____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X ____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

X ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

X ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

X ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

X___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

X___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

___ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

___ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

___ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

X___ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

___ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

___ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)